

Best Value
Blanket Purchase Agreement
Federal Supply Schedule
National Oceanic and Atmospheric Administration

In the spirit of the Federal Acquisition Streamlining Act, NOAA and Trawick and Associates, Inc. enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Service Administration (GSA) Federal Supply Schedule Contract(s) **GS-35F-4995H**.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources, preparation of technical documents, and solicitations and the evaluation of bids and offers. Teaming Arrangements are permitted with Federal Supply Schedule contractors in accordance with Federal Acquisition Regulation (FAR) Part 9.6.

This BPA will further decrease costs, reduce paperwork and save time by eliminating the need for repetitive, individual purchases from the Schedule contract. The end result is to create a purchasing mechanism for the **Government that works better and costs less.**

BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply contract number GS-35F-4995H, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) with National Oceanic and Atmospheric Administration (NOAA):

- (1) This document defines the terms and conditions of a Blanket Purchase Agreement (Agreement) between the NOAA and Trawick and Associates, Inc. (Contractor) for the acquisition of services. **The Blanket Purchase Agreements will be restricted to the acquisition of services as defined and will not include the purchase of equipment.** The services available under the BPA are as follows:

Telecommunications -- analyze, design, engineer, document, install, deploy, operate, and/or support systems for voice, images, data, video, and other telecommunications functions. Telephone and video-conferencing (room and desktop) requirements are also included in this services group.

Open Market items (items that are not on the vendor's GSA schedule) may be ordered, but the value of an open market item cannot exceed \$2,500 per order (micro purchase limit), unless the order is issued by a Procurement Office

- (2) **Term and Renewal:** This Agreement shall take effect from date of award and shall continue as long as any of the underlying Government Supply Schedule or Schedules (including any existing Schedule(s) held by its teaming partners remains valid, or until terminated by either party at its sole discretion and without liability except for committed purchases and orders in progress.

The Government will review the Agreement semi-annually to determine whether changing market conditions, availability and quality of sources of supply, and other pertinent circumstances require the modification or termination of the Agreement.

This Agreement shall be subject to renewal upon expiration of the underlying Schedule(s) as soon as a new or renewal Schedule is in place, for as long as Contractor's performance on this BPA is satisfactory and NOAA continues to require the services covered. Any such renewal will be at the sole discretion of and subject to prior review and approval by the Contract Officer.

- (3) **Funds:** This BPA does not obligate any funds. The Government is not obligated to place any orders under this Agreement.
- (4) **Teaming Arrangement:** Contractor Team Arrangements are permitted with Federal Supply Schedule and Sub Contractors in accordance with FAR Subpart 9.6. **Additionally, all teaming/subcontractors must be small businesses.**

Teaming Partners:

N/A

SubContractors:

N/A

- (5) **Administrative:** Establish a 24 hour hot-line which will provide access to any Trawick project/task or executive management individual. Dedicated Program manager will be provided at no direct charge. In addition and dedicated project technical leads that act as single points of contact. Rapid response within 48 hours, and routinely within 5 days from receipt of requirements.
- (6) **Authorized Buyers:** The services offered to the Government under this Agreement shall be available to all offices of NOAA and the Department of Commerce. Orders can be placed by any Contracting Officer in the Department of Commerce or by any authorized purchase card holder acting within the limits of his/her authority.
- (7) **Principal Points of Contact:** The Government will name a Contracting Officer (for any issues concerning the meaning or scope of the Agreement), a Contract Specialist (order execution, tracking, pricing), and a

Government Technical Representative (technical issues), each of whom will function as the primary contact with the Contractor in his/her area. The Contractor will name a principal point of contact for contract and ordering issues and a principal point of contact for technical and other issues. These may be the same person. The names below are primary contacts when issues may arise for this BPA and overall BPA management for Trawick and Associates, Inc.

Contractor Points of Contact:

Trawick and Associates, Inc.

6900 Wisconsin Ave., Suite 400

Bethesda, MD 20815

Mark kleckner 301-654-6088 x13

James Trawick 301-654-6088 x14

Government Points of Contact:

Diane C. Husereau, Contracting Officer

U. S. Department of Commerce/NOAA

Acquisition Management Division,

Contract Administration Branch OFA513

1305 East West Highway, Rm 7604

Silver Spring, MD 20910-3281

E-Mail Diane.C.Husereau@agf.noaa.gov

Phone 301-713-0829 x102 Fax 301-713-0809

Joel Perlroth, Contract Specialist

U. S. Department of Commerce/NOAA

Acquisition Management Division,

Contract Administration Branch OFA513:JLP

1305 East West Highway, Rm 7437

Silver Spring, MD 20910-3281

E-Mail Joel.L.Pperlroth@agf.noaa.gov

Phone 301-713-0829 x121 Fax 301-713-0809

Sandy Wine, Computer Specialist

U. S. Department of Commerce/NOAA

Information Resources Management, OFA1X1

1305 East West Highway, Rm 8118

Silver Spring, MD 20910-3281

E-Mail Sandra.J.Wine@iso.noaa.gov

Phone: 301 713-3525 X116 Fax: 301 713-3554

- (8) **Web Access:** Pricing will be accessible through a site on the World Wide Web (Web) maintained by the Contractor. At the discretion of the Contractor, this site may be secured and limited to use by the Government, as long as the method of security used does not interfere with efficient access by the Government.
- (9) **Pricing:** All pricing for delivery orders shall be based on the Contractor's rates at the time the task order is issued. Additionally, the Government reserves the right to negotiate more favorable pricing for specific orders whenever, because of order size or other factors, the Government deems it desirable to do so.
- (10) **Discounts:** 5% discount for all delivery orders, and up to an additional 5% to be negotiated on a delivery order basis because of size or other factors for a maximum of 10%.
- (11) **Order Placement:** Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, purchase card, or paper.
- (12) **Period of Performance for Services:** The period of performance shall be specified in individual delivery orders, however in no case may a delivery order be issued after the expiration of the FSS.
- (13) **Invoicing and Payment:** The requirements of a proper invoice are as specified in the Federal Supply Schedule contract. Unless otherwise agreed to, all services under this BPA must contain at least the following information:
- a. Name of contractor;
 - b. Contract number;
 - c. BPA number;
 - d. Delivery Order number;
 - e. Date of Order;
 - f. Name and telephone number of purchaser contact person;
 - g. Services provided to include labor category, hourly rate, number of hours, and extension of cost.

Invoicing and purchase card payment (where available) are both authorized. Invoices should be addressed to the contact person listed on the Delivery Order and payment is the responsibility of that office. At NOAA's discretion, purchase card bills may be accumulated by the Government in order that a consolidated payment can be made. Such payments will be made monthly or at shorter intervals.

- (14) **Warranty:** The Contractor's standard FSS warranty. In cases of a unique requirement the warranty terms and conditions will be made part of the delivery order.
- (15) **Statistics:** The Contractor shall periodically provide the Government with both periodic and cumulative statistical reports on orders made under this Agreement. The frequency of these statistical reports shall be determined in consultation between the Contractor and the Government Technical Representative, but in no case will there be less than one periodic report per month for the first six months from date of award, and quarterly thereafter. Details on the format and contents of the reports will be agreed upon by the Contractor and the Government. The reports will be provided in an electronic format suitable for efficient inclusion in Government databases. The information provided shall include, at a minimum, for each order:
- a. Delivery Order number or, if bank card purchase (unique identification number assigned by Contractor).
 - b. BPA number
 - c. Type of order (purchase card, Delivery Order)
 - d. Summary description of services provided
 - e. Total price of delivery order
 - f. Award Date
- (16) **Technical refreshment:** Contractor shall refresh its Schedule offerings as fast as possible in order to maintain availability of current services.
- (17) **Applicability of Terms and Conditions:** All delivery orders are subject to the terms and conditions of the GSA Contract. In the event of conflict between a delivery order and Contract, the Contract will take precedence. Also, in the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

(18) **Streamlining Initiatives:** The following requirements are considered streamlining initiatives and may be implemented in the future, as mutually agreed by the Government and Contractor.

- a. Streamlined Payment Process (i.e. consolidated or summary invoice)
- b. Electronic Ordering Process
- c. Electronic Catalogues
- d. Quick Responses

(19) **Incorporated Clauses:** In accordance with Federal Acquisition Regulation Clause (48 CFR Chapter 1) Clause 52.252-2, Clauses Incorporated by Reference (FEB 1998), the clauses listed below by reference have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

52.213-1	FAST PAYMENT PROCEDURE	FEB 1998
52.232-33	MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT	AUG 1996

(20) **Acknowledgment:** The terms and conditions included in this agreement apply to all purchases made against this agreement. The supplier is hereby requested to acknowledge acceptance of the agreement, including its terms and conditions, by signing and returning four (4) copies to the Contracting Officer.

(Print Name and Title)

Diane C. Husereau, Contracting Officer
(Print Name and Title)

(Signature of person authorized to sign)

(Signature of person authorized to sign)

Date Signed

Date Signed